

State of New Hampshire
Division of Plant and Property Management
Bureau of Purchase and Property, Room 102
25 Capitol Street, State House Annex
Concord, N.H. 03301-6398

Date: July 9, 2004
Proposal No.: 29
Date of Proposal Opening: August 18, 2004
Time of RFP Opening: 2:00 P.M.

PLEASE DIRECT ANY QUESTIONS REGARDING THIS PROPOSAL TO: DENNIS J. LECLERC
TEL NO. 603-271-2888

PROPOSAL FOR: LEASED DARK FIBER FACILITIES

Unless specifically deleted by the Division of Plant and Property Management, the following General Terms and Conditions apply to this Proposal and any resulting Contract.

**GENERAL TERMS AND CONDITIONS
FOR SERVICES**

NATURE OF PROPOSAL AND ELIGIBILITY TO BID. The proposal is submitted in accordance with Chapter 21-I and Chapter 8, and rules promulgated thereunder, and constitutes a firm and binding offer. The determination of whether a bid proposal may be withdrawn is solely at the discretion of the Director of Plant and Property Management. However, in no event shall a proposal be withdrawn unless the request for withdrawal is filed within five days of the date of the bid opening, and the bidder establishes that the bid contains a material mistake, and that the mistake occurred despite the exercise of reasonable care.

Proposals may be issued only by the Division of Plant and Property Management to authorized vendors and are not transferable.

BIDS. Bids must be received at the Division of Plant and Property Management before the date and time specified for the opening. Bids must be made on the official bid proposal and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Exercise Tax and no charge for handling. Bids that are not complete or unsigned will not be considered.

Bids will be made public at the time of the opening and may be reviewed, only after they have been properly recorded. Bid results will not be given by telephone and shall be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

SPECIFICATIONS: Vendors must bid as specified. Any proposed changes must be detailed in writing and received at the Division of Plant and Property Management at least five (5) days prior to bid opening. Vendors shall be notified in writing if any changes to bid specifications are made. Verbal agreements or instructions from any source are not authorized.

AWARD: The award will be made to the responsible bidder meeting specifications at the lowest cost unless other criteria are noted in the proposal. Unless otherwise noted in the proposal, the award may be made by individual items. The State reserves the right to reject any or all bids or any part thereof.

If there is a discrepancy between the unit price and the extension the unit price will prevail.

When identical low bids are received with respect to price, award will be made by drawn lot.

Discounts will not be considered in making award but may be offered on the invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of invoice, whichever is later.

INVOICING. All invoices must be in triplicate showing Contract Number, Unit and Extension Prices and discounts allowed.

PATENT INFRINGEMENT. Any bidder who has reason to believe that any other bidder will violate a patent should such bidder be awarded the contract shall set forth in writing, prior to the date and time of bid opening, the grounds for his belief and a detailed description of the patent.

ASSIGNMENT PROVISION. The contractor/vendor hereby agrees that it will assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which affect the price of services obtained by the state under this contract if so requested by the State of New Hampshire.

FEDERAL FUNDS. The Division of Plant and Property Management, as the delegated enforcement agency of RSA 21-I:14, VIII for the Commissioner's Office, shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the standards set forth in Attachment O, Circular No. A-102, paragraphs 7,8 and 9 of the Federal Procurement Standards.

TOXIC SUBSTANCES. In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

SPECIFICATION COMPLIANCE. The vendor may be required to supply proof of compliance with the bid specifications. When requested, the vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing, certified test results or certificate of compliance shall be the responsibility of the Vendor.

OFFER. The undersigned hereby offers to sell to the State of New Hampshire the services indicated in the following page(s) of this Proposal at the price(s) quoted in complete accordance with all conditions of this Proposal.

Bidder: _____

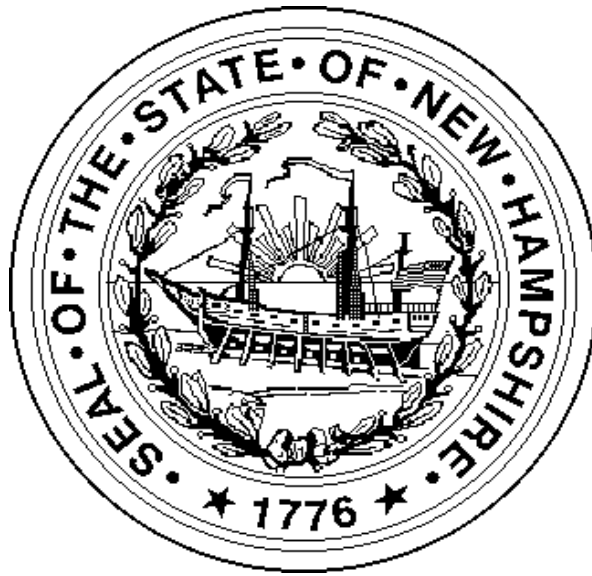
Address: _____

Tel. #. _____

By: _____

**THIS BID MUST BE SIGNED BY A PERSON
AUTHORIZED TO LEGALLY BIND THE BIDDER**

TYPE OR PRINT NAME



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
BUREAU OF PURCHASE AND PROPERTY**

BID FOR

LEASED DARK FIBER FACILITIES

BID # 29

This Bid is issued by the State of New Hampshire Department of Administrative Services. Direct any questions to Dennis Leclerc at 603-271-2888.

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GLOSSARY OF TERMS AND ABBREVIATIONS

The following terms and abbreviations as defined below, shall be used throughout this document .

Active Equipment- Equipment or facilities that require battery or domestic power to operate.

Agreement: Final contract signed by the vendor and State, inclusive of all terms and conditions of the resulting contract.

Contract - Any agreement resulting from the award of this Bid.

Customer Premise Equipment (CPE) - State owned equipment located at individual state sites.

Day - A timeframe consisting of 24 hours for each 365 calendar days of the year.

Demarc - The point of interface (demarcation) that delineates State owned facilities and equipment from vendor facilities and equipment. Demarcs shall be those currently established by the State inclusive of wiring blocks and jacks.

Department - The State of New Hampshire, Department of Administrative Services.

Down Time - Period of time where services are not active and available to users.

Hours - Continuous duration of time based on a 24-hour clock.

Information - All data and records developed or obtained during the performance of, or acquired or developed by reason of, the Contract, including but not limited to, all studies, reports, written and software data files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

Information Technology (IT) – refers to the tools and processes used for gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, data processing, computing, information systems, telecommunications, and various audio and video technologies.

Non-Work Day - Any period of time outside of the Work Day.

Passive Equipment – Equipment not including any electronics and not requiring power.

Premises - A leased or owned State office location requiring service from the vendor.

Specifications – Written specification and general requirements set forth in the Bid.

State - The State of New Hampshire, Department of Administrative Services.

Repairs - Services initiated through trouble reports to vendors regarding installed service malfunctions and resulting corrections.

RSA – Revised Statutes Annotated

State Facility - Any State occupied structure, inclusive of leased, rented or owned facility and locations.

Technology - The methods, procedures and associated equipment used to provide service.

Termination Equipment - Any equipment necessary for the connection of vendor provided facilities to State equipment or facilities.

Vendor or Contractor - An individual, corporation or other entity and their subcontractor engaged in the business of supplying Communication Network Services and replying to this Bid.

Vendor Employee - Any individual employed by or subcontracted to a vendor providing services to the State.

Work Day - A period of time between 8:00 A.M. and 4:30 P.M., Monday through Friday, excluding State holidays for State employees as noted on the Collective Bargaining Agreement in force with the State and its employees. Such days may vary with calendar years.

1. INSTRUCTIONS

1.1 Purpose

The purpose of this Bid is to obtain a vendor for the provisioning of leased dark fiber facilities in Concord, New Hampshire. Fiber will be utilized by the State of New Hampshire with installation and maintenance provided by the vendor. Fiber strands shall be dedicated to the State for its operations and associated applications. Remaining cable fiber count is not required to be exclusive to the State, but may be shared by other vendor customers.

1.2 Contract Duration

Contract shall begin upon acceptance of Governor and Council, and terminate 60 months thereafter. The State reserves the right to extend any resulting contract for an additional 24 month period.

1.3 Offers

Vendors shall propose complete turn-key services, inclusive of all hardware and facilities required to provide the service defined within this document.

1.4 Optional Vendor Conference

An optional Vendor Conference with optional site visits will be held at the following location at the time and day identified in Section 1.15 *Schedule of Events*:

State House Annex
Room 411
25 Capitol St.
Concord, NH 03301

The purposes of the vendor Conference are to:

- Clarify any section of this Bid;
- Consider any vendor questions;
- Allow vendors to view fiber termination sites.

All written questions received prior to the vendor conference will be read aloud and will receive unofficial oral responses at the conference. Official written answers to these questions will be distributed in accordance with Section 1.5: *Proposal Inquiries* of this Bid.

RSVP to Dennis Leclerc at dennis.leclerc@nh.gov. Vendors are strongly urged to attend. Vendor attendance is limited to not more than three (3) representatives per vendor.

1.5 Proposal Inquiries

All inquiries concerning this Bid shall be made in writing, citing the Bid Title, Bid number, page, section, and paragraph, submitted to:

Dennis Leclerc
Bid No. 29 Response Inquiry
Department of Administrative Services
Bureau of General Services, Telecommunications Section
Room 405
25 Capitol St.
Concord, NH 03301
E-mail address: dennis.leclerc@nh.gov

1.5.1 Question Submission

Vendors are encouraged to submit questions via e-mail. An individual authorized to commit the vendor organization must submit questions. *All comments and questions will be considered by the State if received prior to the end of the Vendor Inquiry Period date noted in section 1.15. No questions will be considered after the end of the Vendor Inquiry Period.*

1.5.2 Identify Question Source

Question submissions must clearly identify the vendor's name, address, name of the person submitting the question, E-mail address and fax number. It is the sole responsibility of the vendor to verify receipt of submissions via a confirmation call to 603-271-2888. The State shall not be held responsible for technical malfunctions or other hindrances limiting the receipt of communications.

1.5.3 Written Responses

The State assumes no responsibility for any understanding or representations concerning conditions made by its officers or employees prior to the execution of a legal contract, unless such understanding or representations are specifically incorporated into this Bid. Verbal discussions pertaining to modifications or clarifications of this Bid shall not be considered part of this Bid unless confirmed in writing. Any information provided by the vendor verbally shall not be considered part of that vendor's Bid response.

1.5.4 Inquiry Due Dates

Final inquiries must be received no later than the date specified in Section 1.15: *Schedule of Events*. Inquiries received after this date and time will be addressed only if they are deemed by the State to be critical to the competitive selection process. An official written answer will be provided to all questions meeting these requirements.

1.5.5 Bid Addendums

If the State finds it necessary to amend this Bid, then addendums will be released on a State web site at <http://admin.state.nh.us/purchasing/bids.asp>. Addendums will be clearly marked as such and will be serially numbered. Failure of any qualified vendor to receive an addendum or the notification of all addenda numbers shall not relieve such vendor from any obligation under the Bid or obligate the State in any way. All addenda so issued shall become part of this Bid. No one is authorized to amend this Bid by oral communication. No one other than the Bureau of General Services, Telecommunications has the authority to amend this Bid.

1.6 Proposal Instructions and Signature

The State encourages free and open competition among vendors. Specifications, proposals, and conditions are designed to accomplish this objective, consistent with the State's needs and guidelines.

The vendor's signature on the Form P-31 (cover page) submitted in response to this Bid guarantees that the prices quoted have been established without collusion with other competitive vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive proposal. Signature also insures that the vendor agrees with all terms and conditions as noted in the General Terms and Conditions for Services of the P-31 as well as all sections and attachments of this bid.

1.7 Contract Terms and Conditions

The form contract included as Attachment 7, Form P-37 Agreement shall be part of the vendor's bid and shall be separately executed by the State and Contractor without alterations to evidence any contract awarded to the vendor.

1.8 Proposal Submission

All proposals in response to this Bid shall be submitted as outlined in Section 1.15: *Schedule of Events* to:

Bid No. 29
Department of Administrative Services
Bureau of Purchase and Property
Room 102
25 Capitol St.
Concord, NH 03301

Vendors shall submit one (1) original (labeled as ORIGINAL) and three (3) copies (each labeled as COPY) of their printed proposal.

All proposals shall remain valid for a period of 180 days from the proposal due date. A vendor's disclosure or distribution of proposals other than to the Department of Administrative Services shall be grounds for disqualification. No more than one proposal per respondent shall be submitted.

1.9 Printed Copy Proposal

Only responses on printed copy shall be accepted. The complete Bid must be returned intact with signature and all Attachments, Appendixes and Sections.

1.10 Terms of Submission

All material received in response to this Bid shall become the property of the State and will not be returned to the vendor. Regardless of the vendor selected, the State reserves the right to use any information presented in a proposal. The content of each vendor's proposal shall become public information once a contract has been awarded.

1.11 Vendor Responsibility

The successful vendor shall be solely responsible for meeting all terms and conditions specified in the Bid, their proposal, and any resulting contract. Any subcontracted vendor shall be approved by the State prior to commencement of any State related work.

1.12 Evaluation and Award of Contract

The Bid shall be awarded based on the lowest cost of services from qualified vendors. The vendor chosen for award should be prepared to have the proposal, along with other written correspondence concerning this Bid as accepted by the State, included in the contract. Any false or misleading statements found in the proposal shall be grounds for disqualification. The State reserves the right to reject any and all proposals at its discretion.

1.13 Liability

The State shall not be held liable for any costs incurred by the vendor in the preparation of their proposal, or for work performed prior to contract issuance.

1.14 Non-Commitment

The solicitation of this Bid shall not commit the State to award a contract.

1.15 Schedule of Events

EVENTS	DATE	TIME
RFB released to vendors	07/09/2004	
Vendor Inquiry Period begins	07/09/2004	
Notification from vendors to the State of vendor attendance and number of representatives attending the Vendor Conference	07/23/2004	4:00 P.M.
Vendor Questions Due	07/23/2004	4:00 P.M.

EVENTS	DATE	TIME
Optional Vendor Conference	07/30/2004	8:30 A.M. .
Vendor Inquiry Period ends	07/30/2004	After Vendor Conference
State responses to vendor inquiries	08/06/2004	
<i>Final date for proposal submission</i>	<i>08/18/2004</i>	<i>2:00 P.M.</i>
Bid evaluation completed	08/31/2004	
Vendor notification of selection for contract	09/01/2004	
DOJ contract review	09/15/2004	
G & C approval	10/01/2004	
Secretary of State Certification	10/02/2004	
Commence work	10/02/2004	
Services installed and fully functional	05/02/2005 or sooner	

1.16 General Vendor Eligibility Requirements

In order to submit a response to this Bid, the vendor must provide all proposed services via its own fiber facilities, the cooperative use of a subcontractor's fiber facilities or the resale of another provider's fiber facilities. The State of New Hampshire must be listed as the customer of record with the primary service provider.

In order to be eligible, vendors must have a thorough background in the fiber optic cabling installation and service, and have supplied similar services for customers of similar size requirements as those of the State, for a period of not less than three years.

Vendors must have and retain throughout the duration of any resulting contract, all licenses, registrations and permits required by Federal, State or local laws for contract performance. In addition, all vendor manufacturer and industry certifications must be kept current, with personnel maintaining training updates as required for certification.

It is the sole responsibility of the vendor to furnish the State with sufficient documentation to determine the capabilities of the vendor and their ability to provide the services as defined.

1.17 State of New Hampshire Vendor Application

Bidders must have completed Vendor Application and W-9 Form on file with the NH Bureau of Purchase and Property. See www.admin.state.nh.us/purchasing/bids.asp for information on obtaining and filing the required forms (no fee).

1.18 New Hampshire Secretary of State Registration

A person or persons conducting business under any name other than his/her own legal name must register with the NH Secretary of State. Businesses are classified as "Domestic" (in-state) or "Foreign" (out-of-state). Please visit www.nh.gov/sos/corporate to find out more about the requirements and filing fees for both classifications.

1.19 Proposals are the Property of the State of New Hampshire

All materials received as a result of this Bid shall become the property of the State of New Hampshire. RSA 21-1:13-a, II- (1988) provides, in part, that no information shall be made available to the public concerning invitations or proposals for public bids from the time the proposal is made public until a contract is actually awarded, in order to protect the integrity of the public bidding process. At that time all proposals will be disclosed to the public to the extent required by the statutes governing access to public records and meeting (the "Right to Know" law), RSA Ch. 91-A.

1.20 Vendor Offerings

Vendors shall provide services as defined within under the terms and conditions as noted. Offer and prices shall not vary by tariff or alterations unless formally amended by the State with approval of Governor and Council.

1.21 Cancellation of Bid

The State reserves the right to cancel any and all bids.

2. CURRENT NETWORK SITUATION

The State of New Hampshire has been gradually expanding its communication network within the city of Concord by installing both vendor network services and private facilities owned by the State. Vendor technologies in service include point to point circuits, frame relay and ATM. Currently campus buildings are interconnected through fiber within each campus. The intent of this Bid is to expand fiber connectivity between each major campus location. Contractor Bid shall include all facilities and equipment necessary to install terminated 48 strands of dark fiber connecting each location noted in the table below and Exhibit B.

2.1 Potential Cable Path

Attachment 1, Potential Cable Path provides a non-scaled map for reference. Attachment 1 is not intended to portray the required cable path or insinuate permitted pathways. The vendor shall be responsible to determine pathways, cable distances and installation logistics. Campuses and estimated cable path distances between desired locations follow:

Cable Segment	From	To	Estimated Cable Distance in km/mile
1	State Office Park South (SOPS) Brown Building 129 Pleasant St.	Capitol Center (CC) State House Annex 25 Capitol St.	1.84 / 1.14
2	Capitol Center (CC) State House Annex 25 Capitol St.	State Office Park East (SOPE) Dept. of Transportation 7 Hazen Drive	2.90 / 1.8

2.2 Cable Installation

The State does not intend to define fiber pathways. The above measurements were estimated by map review. Vendors may use any pathway available to them. It is the responsibility of the vendor to obtain required permits and access to utility poles or conduit. Currently, limited State conduit is installed for building access from street locations and may be used by the vendor.

3. SCOPE OF SERVICES

3.1 Service Offering

Vendors shall propose managed fiber services with un-metered bandwidth to support any number of initiatives including SONET, DWDM, ATM, voice Internet data and video applications. Vendor services shall include, but not be limited to, materials and construction, obtaining and retaining rights-of-ways, service monitoring, repair and maintenance. **All services must be fully operational on or before May 2, 2005.**

3.2 Ownership

Vendor shall retain ownership of all vendor-supplied cable and equipment throughout the duration of any resulting contract. The vendor shall be responsible to obtain and maintain pathways, conduit, permits, pole access, fiber, manholes and any item related to the project. Vendor permits shall include licensing by the City of Concord through the Poles and Wires Committee of Community Development. The service shall be provided in a turnkey fashion, with the vendor responsible to provide insurance, place conduit, obtain make ready proposals, provide traffic details or any other installation or maintenance items. The service shall include the relocation of poles, fiber or other service items for any reason including street or highway expansion and relocation throughout the duration of any resulting contract.

3.3 Substantial Completion

Upon completion of cable installation to the State's expectations meeting all requirements noted in contract items 3.3 through 3.8 inclusive, the installation shall be considered Substantially Complete.

Substantial Completion shall make the vendor eligible for one time payment for services as noted in Exhibit B.

3.4 Fiber Utilization

The State shall retain the right to utilize dedicated fiber as it sees fit. The vendor shall at no time dictate use or limit fiber operation.

3.5 Termination Equipment

The vendor shall install 48 strands of fiber between each location noted in Section 2.1 and Exhibit B. Termination shall include building penetration with cable extended to existing computer rooms within 50 meters of building penetration and Optical Line Interface Unit (OLIU) terminating into SC type connectors.

3.6 Cable Characteristics

The service shall be provided via single mode 8.0 to 9.5 μm fiber with 125 μm clad strand cable with the proper casing characteristics meeting industry standards for the installation environment.

3.7 Cable Loss Measurements

Vendor cable must not exceed a loss level of .5 dB per kilometer based upon a 1550 nm optical source and the temperature range of -30°F to 120°F (-34°C to 50°C) including all splices outside of buildings terminations. In-building connector loss shall be .5dB or less per connector not to exceed of 1db maximum connector allowance (two connectors maximum) per run. Vendor verification measurements shall be made at 1550 nm. Vendors must verify cable loss using TIA/EIA 526-7 Measurement of Optical Power Loss of Installed Single Mode Fiber Cable Plant standards.

3.8 Transport Limitations

Vendor facilities must not limit State transport capabilities. Vendor shall not filter or in any way inhibit light transport or arrival from launch location to receiver location. Vendor shall not filter or firewall communication, reformat content or restrict communication or content in any way.

3.9 Facility Maintenance

Vendor shall be responsible to insure continuous operation of services. Vendor shall monitor all facilities to insure integrity, initiating routine repairs as necessary to prohibit extended outages.

3.10 Power Provisioning

It is expected that all vendor equipment will be passive, not requiring power. In the event that any active devices are installed by the vendor, services shall not be placed in jeopardy by relying solely on domestic power. In all cases, services must be provided independent of local power, UPS backed or otherwise, ensured for emergency readiness, independent of all in building systems.

3.11 Service Availability

The Contractor shall make service available 24 hours per day, seven (7) days per week, (52) fifty-two weeks per year. The Contractor shall be responsible to implement appropriate maintenance. The Contractor shall have in his employ a sufficient number of trained personnel to ensure that emergency calls shall be answered promptly, 24 hours a day.

3.12 Response to Trouble Calls

Vendors must respond to trouble calls within two (2) hours of trouble report by the State.

"Response" to a trouble call requires that the vendor have a qualified technician, suitably equipped to troubleshoot service, arrive at the trouble location and commence troubleshooting procedures.

The vendor must notify the State within four (4) business hours of reinstated service as to the cause of the failure and corrective action taken.

3.13 Critical Maintenance and Escalation

The Contractor must provide critical level maintenance for all services. If services are not restored within 24 hours, the State may request upon written notification an investigation and/or services from an alternate Contractor. All charges for such services shall be forwarded to the primary Contractor.

3.14 Dependability

Services must be maintained at a 99.9% dependability factor, reflecting that service is available for use 99.9% of the time based upon a 30 day time period. If this standard is not met during any month, the vendor shall provide to the State credits equal to the monthly recurring charge for each fiber segment that fails to meet the dependability standard. In addition, if a fiber segment becomes intermittent in connection or transport and repeatedly fails accumulating more than 120 minutes of downtime over a 30-day period, the State may direct the vendor to replace the fiber and related equipment. Network availability measurements will exclude service outage for scheduled maintenance or upgrades, or caused by Customer, Customer's equipment, Customer agreements with other parties, or force majeure events as set forth in section 3.16 Force Majeure hereto.

3.15 Downtime Credit

Intermittent operation resulting in undependable performance measured by one or more failures per five minute period shall be considered as down time. Downtime credit shall be applied to the appropriate account on the invoice immediately following the downtime.

3.16 Force Majeure

Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, block outs, riots, acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather. Within 15 minutes of the occurrence of such event the Contractor shall initiate disaster recovery and/or backup procedures to provide alternate services. The Contractor shall notify the State prior to initiation of the alternate services as to the extent of the disaster and/or emergency and the expected duration of alternate services within 15 minutes of the onset of the problem.

3.17 Fiber Security

The vendor shall insure fiber integrity and security, by mitigating any effort to detect information flow or tapping by any unauthorized individuals. The vendor shall take all steps necessary in either its facilities or its subcontractor's facilities, to ensure that State leased fiber is protected from unauthorized access and any attempt at extracting information from the data stream.

3.18 Premise Access

Vendor will be granted access to premise during standard State work hours unless repair and maintenance projects require expanded timeframes. Vendor must request access outside of the normal State business hours of 8:00 A.M. to 4:30 P.M., 48 hours prior to arrival. Consideration will be made for reduced timeframes in the occurrence of emergency situations. The vendor is highly encouraged to perform all installation and maintenance during normal State working hours.

3.19 Installation Standards

Installations shall be in compliance with TIA/EIA 568-3 Optical Fiber Cabling Component Standards and National Electrical Code standards.

3.20 Subcontractors

Vendor shall be entirely responsible for any subcontractors, subcontractor work, payment and liability. Vendors and Subcontractors shall in no way be considered employees of the State.

3.21 Travel and Equipment Delivery Expenses

No travel expenses nor equipment delivery charges shall be paid by the State

3.22 Confidential Information

The vendor agrees that all discussions or information gained during an engagement shall be considered confidential and that no information gathered by the vendor shall be released without prior consent of the State.

3.23 State Agency Project/Status Meetings

The vendor must participate in project and/or status meetings with State employees (or designees) during the term of any resulting contract, as required by the State. It is anticipated that the beginning of the project will require, at a minimum, weekly project/status meetings.

Meetings shall include the State Project Manager (or designee) and the vendor Project Manager. Other State staff or project members will attend as mutually agreed upon by the State and Vendor Project Managers. State Senior Management will be kept informed on the project status via attending the meetings or, in the event of a major decision, by scheduling a Senior Management meeting.

Meetings will cover the technical, schedule, and resource aspects of the project. Emphasis should be placed on the accomplishments for the concluded reporting period, the planned activity for the future reporting period, and identification and resolution of all issues and problems. The review shall be conducted at a time and location to be determined jointly by the State and vendor Project Managers. The agenda and minutes of each meeting shall be produced and distributed as mutually agreed by the State and vendor Project Managers.

3.24 Administration

The vendor shall assign a dedicated financial representative to the State account who will cooperate with the State to resolve billing, payment or report and invoice accuracy problems that may occur during the course of the contract.

The vendor shall provide within five (5) working days, any corrective data requested by the State. This is inclusive of itemized balances and credits owed the State. The vendor shall provide daily reports indicating the completion or continuation of any service requested by the State.

3.25 Billing

All billing shall be inclusive of the first day of the calendar month through the last day of the calendar month, inclusive. Invoices shall be forwarded to:

State of New Hampshire
27 Hazen Drive
Concord, NH 03301

or alternate address. Complete billing information shall arrive at the State no later than the 20th of the month following the billing period.

3.26 Accuracy of Invoices

State RSA 21-I:8(c) requires vendor charges "are just and proper claims against the State and within appropriations provided by statute." Vendor shall be responsible to justify all charges to the State. Invoices must be reviewed for accuracy prior to delivery to the State. All billing information provided to the State must reflect same information. Conflicts between support data and billing shall be considered incomplete billing and payment held until proper support information provided by the vendor.

4. STAFFING

Both the State and the vendor shall provide a contract manager and associated staffing for the administration of any resulting contract.

4.1 Primary State Contact

The contracting officer and primary contact for the State shall be:

Dennis J. Leclerc
Department of Administrative Services
Bureau of General Services, Telecommunications Section
Room 405
25 Capitol St.
Concord, NH 03301
Telephone No.: 603-271-2888
Fax No.: 603-271-1115
E-Mail: dennis.leclerc@nh.gov

The State may at any time designate an alternate contracting officer or delegate responsibilities among additional employees.

4.2 Primary Vendor Contacts

Vendor must provide a primary contracting officer for all services provided to the State.

4.3 Vendor Account Management

The vendor single point of contact for the State must be provided with a team of vendor representatives to work in conjunction with the State and any State vendor regarding the interface of any and all vendor or State provided and supported equipment.

4.4 Invoicing Service Support

The vendor shall provide dedicated financial representatives knowledgeable in the vendor invoicing systems, associated input, and corrective activities to resolve billing discrepancies.

4.5 Account Team Access

Vendor must provide telephone, facsimile, and Internet e-mail access to each individual on the vendor account team. General toll free numbers must be provided for telephone and facsimile services on a statewide basis.

4.6 Security Review

Prior to providing service to the State and entering any State facility, each vendor and/or subcontractor employee must obtain security clearance from the State. Each employee's name, social security number and date of birth must be provided. *No vendor employee shall be allowed on a job site without first obtaining such clearance for the life of any resulting contract and extensions thereof.* These terms are inclusive of any subcontractor or other personnel providing services at State facilities. The determination of acceptance shall be solely the State's decision, and access shall be granted on a pass/fail basis only. The State shall not be required to provide any details as to the acceptance or rejection of site access to vendor personnel. The following security requirements apply:

- Employee agreements allowing background checks will be exclusively the responsibility of the vendor.
- The State may require that a vendor employee be precluded from entry into any facility. The vendor shall replace any such employee working at such locations as directed by the State.
- The vendor shall provide written notice to the Telecommunications Section of any changes of vendor employees providing service to the State, and obtain authorization from the State for acceptance 10 business days prior to service provisioning by such employee.
- All vendor personnel must comply with the individual State facility security requirements in which they are performing services under this contract including signing required log in/out forms.

- Should installation personnel be rejected by the State, the vendor must provide replacement personnel immediately in order to meet assigned installation dates.

4.7 Status of Vendor Employees and Subcontractors

Vendor employees and subcontractors shall in all respects be independent of the State and in no way considered employees of the State.

4.8 Vendor Employee Reassignment

The State reserves the right to require the vendor to train, counsel or reassign any personnel (including subcontractors) whose actions or appearance are not consistent with the standards of the State and in the best interest of the customers utilizing the vendor services.

4.9 Picture ID

Vendor shall provide employee picture ID badges including the company name and company contact telephone number for each employee servicing the State account. The ID shall be worn by all vendor employees while servicing the State. The State shall retain the right to disallow service and site access to any employee not displaying an ID badge. All costs of acquiring badges shall be solely borne by the vendor.

5. PROPOSAL FORMAT/GUIDELINES

The vendor shall respond to this Bid according to the format specified below.

5.1 Form P-31

Vendor must provide a signed Form P-31 bid page (cover page of bid) including the vendor name, mailing address, telephone number and printed name of the company officer authorized to bind the vendor as specified in this Bid. The vendor must agree to all terms and conditions on this agreement form and all sections and attachments, inclusive of Attachment 7 Form P-37 Agreement.

5.2 Company Profile

To warrant consideration for this contract, vendors must submit full details regarding the following items:

- Full legal company name;
- Year business started;
- Type of business entity, Corporation, Partnership, LLC, etc.;
- If applicable, information on any parent/subsidiary relationships with any other company or companies;
- State of incorporation;
- Provide details of any litigation your company may be a party to in which an adverse decision might result in a material change in the company's financial position or future viability;
- Network facilities currently provided in New Hampshire;
- Presence in the State of New Hampshire.

5.3 Experience

The vendor must prove a minimum of three (3) years experience in the cabling or telecommunications industry and demonstrate its experience with similar accounts. Provide descriptions of projects and customers similar in scope to the work described in this Bid including information demonstrating staff of sufficient size and experience to complete the requirements outlined in this Bid.

5.4 References

Vendors must provide a minimum of three similar contracted projects completed within the past 36 months. Include the length of time for the project, contracted dollar value of the project, project description, and affirm if the project was completed on time and within the contracted dollar amount. Vendor must provide a reference for each project, including the following:

- Name;
- Title;
- Address;

- Phone/fax numbers;
- E-mail address;
- Description of project including start date and finish date.

5.5 Exhibit B Proposal Pricing

Proposal Pricing must be submitted according to the requirements presented in Exhibit B Price.

5.6 Attachment 3 Vendor Equipment

List all equipment (manufacturer and model) associated with services including optical line interface units (OLIUs), regenerators and proposed fiber cable.

5.7 Attachment 4, Certificate of Insurance

Vendors must provide a Certificate of Insurance meeting the requirements noted in Attachment 4.

5.8 Attachment 5 Certificate of Good Standing

Vendors must provide a current Certificate of Good Standing from the New Hampshire Secretary of State's Office prior to contract. If available, insert as Attachment 4 of the Bid response.

Certificates can be obtained from the Secretary of State's Corporate Division on 25 Capitol Street in Concord, New Hampshire.

5.9 Attachment 6 Corporate Resolution

Vendor must provide a Corporate Resolution as Attachment 5, authorizing the signature of the person endorsing the Form P-31 cover page, signed and stamped with the corporate seal by the secretary of the corporation, stating that the person endorsing such documents is authorized to do so, binding the corporation to the proposal.

5.10 Attachment 7 Agreement Form P-37

The vendor must include a copy of Attachment 7 Form P-37 as evidence to its acceptance of all terms and conditions of this document as attached.

EXHIBIT B

PRICE

Vendor shall bid services using the tables in Exhibit B. The costs listed herein are the only costs to be charged the State throughout the duration of any resulting contract. Only costs as labeled shall be assessed to the State. Charges incurred as a result of doing business, a result of governing body legislation, tariffs, vendor policies or otherwise shall not be reflected as additional charges to the State. The only compensation paid by the State to the vendor shall be that disclosed within this document. Invoice charges not included here shall be credited the State as an invoicing error.

Initial monthly payment shall be due 30 days after effective date of contract, and continue monthly for the duration of the contract, for a total of 60 payments. Any 24-month contract extension shall allow continued monthly payments for the 24-month duration.

Upon completion of cable installation to the State's expectations meeting all requirements noted in contract items 3.3 through 3.8 inclusive, the installation shall be considered Substantially Complete. Such Substantial Completion shall make the vendor eligible for one time payment for services as noted in Exhibit B.

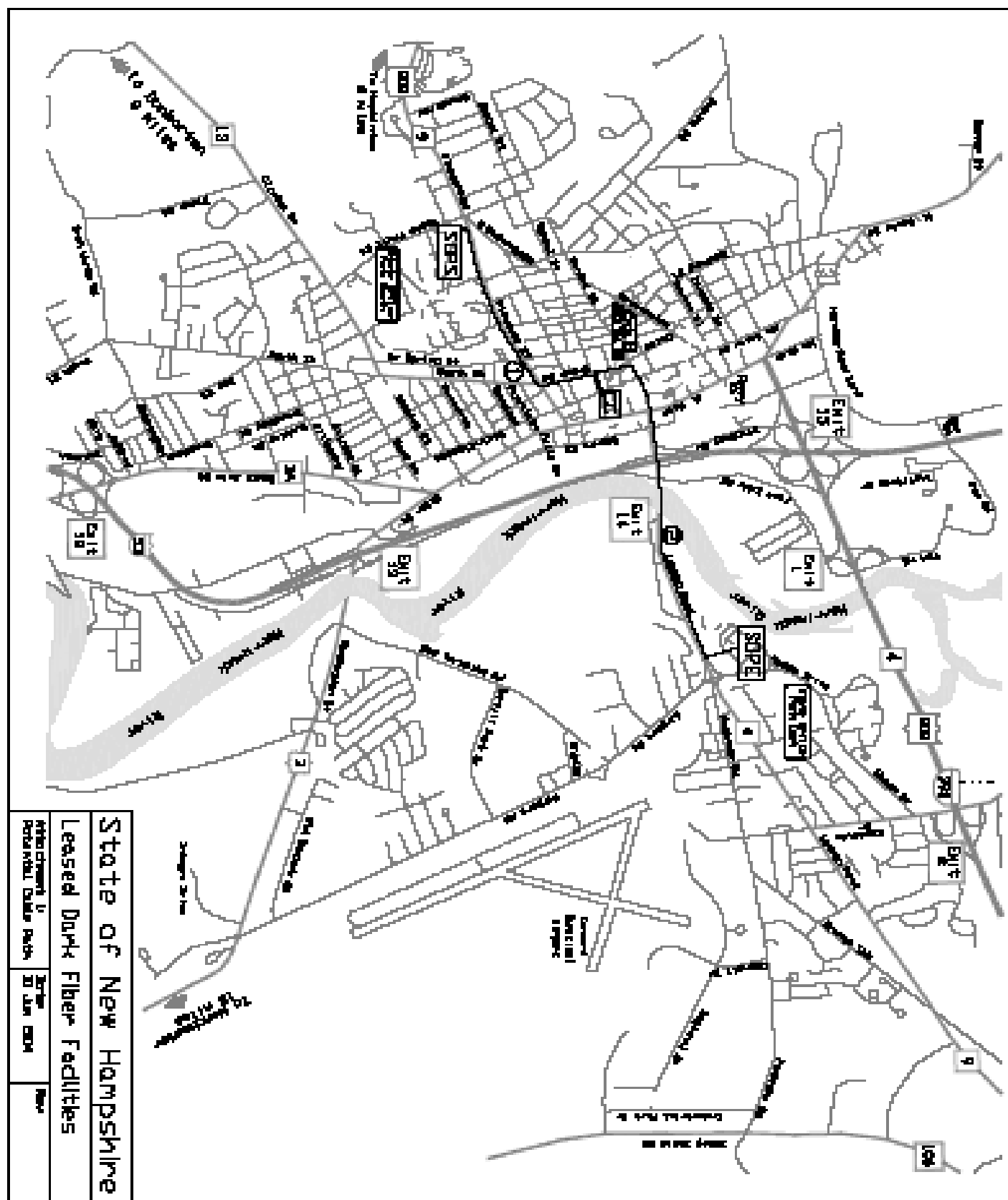
Bid Price

Vendors shall bid services as indicated below. Prices noted shall include services paid on a monthly basis at \$ 3,000.00 per month and a one-time fee due after Substantial Completion. Vendor proposes to provide services at the following costs:

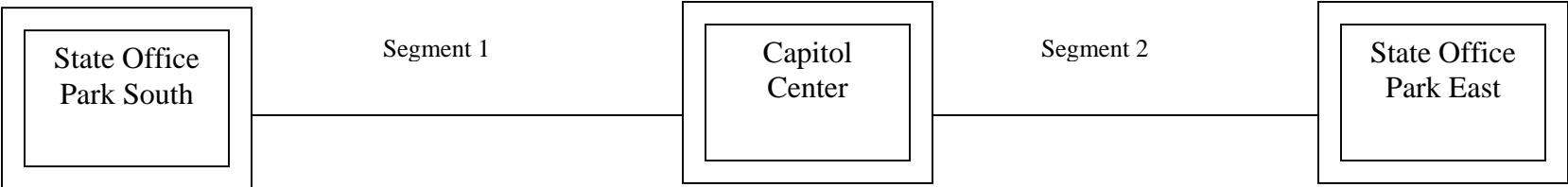
One time payment cost: \$_____

Monthly service cost: \$ 3,000.00_____

MAP



ATTACHMENT 2
BLOCK DIAGRAM



ATTACHMENT 3

VENDOR EQUIPMENT

List all equipment (manufacturer and model) associated with services including optical line interface units (OLIUs), regenerators, proposed fiber cable, fusion splicer and test equipment.

ATTACHMENT 4 CERTIFICATE OF INSURANCE

INSURANCE REQUIREMENTS

COVERAGE IS REQUIRED IF CHECKED BELOW

MINIMUM LIMITS REQUIRED

(X) COMPREHENSIVE GENERAL LIABILITY**INCLUDING:**

- ☒ Fire Legal Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operation
- ☒ Products and Completed Operations
- ☒ Owners and Vendors Protective
- ☐ Explosion and Collapse
- ☐ Underground Hazards
- ☒ Independent Vendors
- ☐ Personal and Advertising Injury

- ☐ \$500,000
- ☐ \$1,000,000
- ☒ \$2,000,000
- ☐ Other: _____
- ☒ Per Occurrence

(X) AUTOMOBILE

- ☒ Any Auto
- ☐ Employee Liability Endorsement
- ☐ Garage Liability

- ☐ \$250,000/\$500,000/\$100,000
- ☐ \$500,000/\$1,000,000/\$100,000
- ☒ \$1,000,000

**(X) WORKERS COMPENSATION AND
EMPLOYERS LEGAL LIABILITY**

- ☒ N.H. Statutory
- ☒ \$100,000 Bodily Injury by
Accident per Employee
- ☐ \$100,000 Bodily Injury by
Disease per Employee
- ☐ \$500,000 Bodily Injury by
Disease Policy Limit

- ☐ Professional Liability

- ☐ \$1,000,000
- ☐ \$2,000,000

MINIMUM LIMITS REQUIRED

- ☐ Builders Risk; With Completed Value
Replacement Cost Endorsement

- ☐ Installation Floater (Equipment)

- ☐ Riggers Liability (Moving Equipment)

- ☒ Other: The State of New Hampshire
named as an additional insured

ATTACHMENT 5
CERTIFICATE OF GOOD STANDING

PLACE CERTIFICATE OF GOOD STANDING HERE

ATTACHMENT 6
CORPORATE RESOLUTION

PLACE CORPORATE RESOLUTION HERE

ATTACHMENT 7

FORM NUMBER P-37 (5/02)
STOCK NUMBER 4402

Subject: _____

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.			
1.1 State Agency Name	1.2 State Agency Address		
1.3 Contractor Name	1.4 Contractor Address		
1.5 Account No.	1.6 Completion Date	1.7 Audit Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name & Title of Contractor Signor	
1.13 Acknowledgment: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name & Title of Notary or Justice of the Peace			
1.14 State Agency Signature(s)		1.15 Name/Title of State Agency Signor(s)	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By: _____ Assistant Attorney General, On: _____			
1.17 Approval by the Governor and Council By: _____ On: _____			
2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").			
3. EFFECTIVE DATE: COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date"). 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and the Effective Date shall be performed at the sole risk of the contractor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.			
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the account identified in block 1.5 in the event funds in that account are reduced or unavailable.			

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein.

5.2 The payment by the State of the contract price shall be the only, and the complete, reimbursement to the Contractor for all expenses, of whatever nature, incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by RSA 80:7 through 7-C or any other provision of law.

5.4 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the price limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to civil rights and equal opportunity laws. In addition, the vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.

6.3 If this agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States, access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of this Agreement.

7. PERSONNEL

7.1 The performance of the Services shall be carried out by employees of the Contractor. The Contractor shall at its own expense, provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contractor shall not hire, and shall permit no subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT, REMEDIES.

8.1 Anyone or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Events of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule; or

8.1.2 failure to submit any report required hereunder; or

8.1.3 failure to perform any other covenant or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Contractor notice of termination; and

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor; and

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and

8.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 On and after the Effective Date, all data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion to the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("the Termination Report") describing in detail all Services performed, and the Contract Price earned, to and including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT, DELEGATION AND SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

14. INSURANCE AND BOND.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the State, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 of these general provisions, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

15. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Contractor.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, above.

17. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

18. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

19. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this agreement shall not be construed to confer any such benefit.

20. **SPECIAL PROVISIONS.** The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

21. **ENTIRE AGREEMENT.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understanding relating hereto

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